



# FIRSTRAND BANK

(Registration Number 1929/001225/06)  
(incorporated with limited liability in South Africa)

## **Issue of ZAR20,000,000 FRS123 Under its ZAR30,000,000,000 Note Programme**

This document constitutes the Applicable Pricing Supplement relating to the issue of the Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Terms and Conditions**”) set forth in the Programme Memorandum dated 29 November 2011 (the “**Programme Memorandum**”). This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the terms and conditions contained in this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail. Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meaning ascribed to them in the Terms and Conditions. To the extent that certain provisions of the *pro forma* Pricing Supplement do not apply to the Notes described herein, they may be deleted in this Applicable Pricing Supplement or indicated to be not applicable.

### **Description of the Notes**

1. Issuer:	FirstRand Bank Limited
2. Status of Notes:	Unsecured
3. Form of Notes:	Listed Registered Notes
4. Series Number:	FRS123
5. Tranche Number:	1
6. Specified Currency of the Notes:	ZAR
7. Aggregate Nominal Amount:	
(a) Series:	ZAR20,000,000
(b) Tranche:	ZAR20,000,000
8. Nominal Amount per Note:	ZAR1,000,000
9. Specified Denomination and number of Notes:	ZAR1,000,000 and 20
10. Issue Date of the Notes:	11 November 2014
11. Issue Price of the Notes:	203.34469%
12. Relevant Stock Exchange:	JSE
13. Integral multiples of Notes required for transfer:	N/A

14. Type of Notes: Structured Notes
15. If Structured Notes:
- (a) Type of Structured Notes: Single Index Notes
- (b) Capital guarantee: No
16. Deposit Notes: No
17. Redemption/Payment Basis: Indexed Redemption Notes
18. Automatic/Optional Conversion from one Redemption/Payment Basis to another: N/A
19. Partly Paid Note Provisions: N/A

**Provisions relating to interest (if any) payable on the Note**

20. **General Interest Provisions**

- (a) Interest payable on the Note: Yes
- (b) Interest Basis: Fixed Rate Note
- (c) Automatic/Optional Conversion from one Interest Basis to another: N/A
- (d) Interest Commencement Date: 7 June 2014
- (e) Default Rate: N/A

21. **Fixed Rate Note Provisions:**

- (a) Interest Rate[s]: 3.45% per annum payable semi-annually subject to the paragraph 24 (g).
- (b) Interest Payment Date[s]: 7 June and 7 December in each year until the Maturity Date adjusted in accordance with Following Business Day Convention
- (c) Day Count Fraction: Day Count Fraction will not be applied. Half of the annual interest will be paid on each Interest Payment Date.

22. **Floating Rate Note Provisions:**

N/A

23. **Zero Coupon Note Provisions:**

N/A

24. **Index Linked Interest Note Provisions:**

Applicable

- (a) Index/Formula: The Consumer Price Index being the weighted average of the consumer price index as published by Statistics South Africa, which is referred to as "Headline CPI-All urban areas (primary and secondary)" in Statistical release P0141 from time to time ("CPI").
- (b) Provisions for determining the Interest Amount(s) where calculation by reference to the Index and/or Formula is impossible or impracticable: The provisions of the 2008 ISDA Inflation Definitions will apply.
- (c) Interest Payment Date[s]: 7 June and 7 December in each year until the Maturity Date adjusted in accordance with Following Business Day Convention
- (d) Interest Period[s]: As stated in Condition 2 (*Interpretation*)

(e) Day Count Fraction:	Day Count Fraction will not be applied. Half of the annual interest will be paid on each Interest Payment Date.
(f) Market Disruption or Settlement Disruption Events:	The provisions of the 2008 ISDA Inflation Definitions will apply.
(g) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision):	<p>“<b>Reference CPI or Ref CPI</b> <sub>Date</sub>” means as set out in paragraph 36 hereof.</p> <p>“<b>Base CPI</b>” means as set out in paragraph 36 hereof.</p> <p>“<b>CPI Adjustment</b>” means as set out in paragraph 36 hereof.</p> <p>“<b>Interest Amount</b>” means the amount determined by adjusting ZAR20,000,000 by the CPI Adjustment for the relevant Interest Payment Date, and multiplying the adjusted amount by the Interest Rate, and dividing the result by two. The provisions of this paragraph are subject to the provisions set out in the “Final Redemption Amount” paragraph above. The obligation of the Issuer to pay any amount in respect of interest on the Deposit is subject to the Noteholder having paid any net settlement amount due (on or about the same date) in respect of the Swap: Provided that, in the discretion of the Issuer, the Issuer may set off any net amount due to it under the Swap against the interest payable in respect of the Deposit, and pay the net amount to the Noteholder.</p>
25. <b>Dual Currency Note Provisions:</b>	N/A
26. <b>Mixed Rate Note Provisions:</b>	N/A
<b>Provisions relating to redemption</b>	
27. Exchange Rate Time:	N/A
28. Maturity Date:	7 December 2033
29. Early Redemption following the occurrence of:	
(a) Tax Event:	Applicable
(b) Change in Law:	Applicable
(c) Hedging Disruption:	Applicable
(d) Increased Cost of Hedging:	Applicable
30. Early Redemption at the Option of the Issuer:	N/A
31. Early Redemption at the Option of the Noteholders:	Applicable
(a) Optional Redemption Date(s):	As set out in paragraph 31(b) below.
(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount:	At the option of the Noteholder the Swap may be terminated on the next Interest Payment Date (provided that the Noteholder gives the Issuer at least 5 (five) Business Days written notice of termination before the next Interest Payment Date). On such termination, the Noteholder will retain the Deposit with the Swap component being terminated at the Unwind Price: Provided however that should the Unwind Price be an amount payable by the Noteholder to the Issuer, the

termination of the Swap as envisaged herein is subject in all respects to the Noteholder having paid to the Issuer the Unwind Price.

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| (c) Optional Redemption Payment Date:                        | As set out in paragraph 31(b) above.   |
| (d) Notice period:   | As set out in paragraph 31(b) above.   |
| (e) Daily Maximum Amount:                                    | N/A  |
| (f) If redeemable in part:                                   | Applicable   |
| Minimum Redemption Amount(s):                                | As set out in paragraph 31(b) above.   |
| Higher Redemption Amount:                                    | As set out in paragraph 31(b) above.   |
| 32. Valuation Date:  | N/A  |
| 33. Valuation Time:  | N/A  |
| 34. Market Disruption Event:                                 | N/A  |
| 35. (a) Averaging Dates:                                     | N/A  |
| (b) Consequences of an Averaging Date being a Disrupted Day: | N/A  |
| 36. Final Redemption Amount:                                 | Subject to what follows, ZAR20,000,000 adjusted by the CPI Adjustment for the Maturity Date. |

It is recorded that this Note is made up of two underlying elements, being a Floating Rate Term Deposit (“the Deposit”) and a Swap Contract (in which the parties agree to exchange an amount equal to the Floating Rate Term Deposit cashflows for CPI linked cashflows) (“the Swap”).

The Final Redemption Amount referred to above reflects the aggregate or the net amount payable in respect of the Deposit and the Swap, but reflecting the aggregate or net amount does not detract from the fact that this note comprises the two distinct underlying elements. In this paragraph, the “aggregate amount” refers to the instance where the value of the Swap is an amount payable in respect of the Deposit, and “net amount” refers to the instance where the value of the Swap is an amount payable by the Noteholder to the Issuer, in which event such amount is deducted from the amount payable in respect of the Deposit.

Notwithstanding anything to the contrary contained in this Note or in the Terms and Conditions in this Programme Memorandum, in the event that on the Maturity Date, or on any other date when the Final Redemption Amount, or a portion thereof is payable in terms of this Note, the Unwind Price constitutes an amount payable to the Issuer by the Noteholder, the Issuer’s obligation to pay any amount in respect of the Deposit to the Noteholder is suspended until the Noteholder has paid the Unwind Price to the Issuer: Provided that, in the discretion of the Issuer, the Issuer may set-off the Unwind Price against the amount payable by it in respect of the Deposit, and pay the net amount to the Noteholder.

“**Unwind Price**” means the amount determined by the Calculation Agent, which will act in good faith and use commercially reasonable procedures to produce a commercially reasonable result, as the amount required (positive or negative) to settle the Swap (which will be terminated by the Issuer).

In cases where the Note is an Indexed Linked Redemption Note or other variable-linked Note:

(a) Index/Formula/variable:

“**Reference CPI or Ref CPI<sub>Date</sub>**” means, in relation to a date:

1. if the date is the first day of a calendar month, Reference CPI is the CPI for the fourth calendar month preceding the calendar month in which the date occurs (which CPI is typically published during the third calendar month preceding the calendar month in which the date occurs); and
2. if the date occurs on any day other than the first day of any calendar month, then the Reference CPI shall be determined in accordance with the following formula

$$\text{Ref CPI}_{\text{Date}} = \text{Ref CPI}_J + \left[ \frac{t-1}{D} \right] \times$$

(Ref CPI<sub>J+1</sub> – Ref CPI<sub>J</sub>)

Where:

- (i) Ref CPI<sub>J</sub> is the Reference CPI for the first day of the calendar month in which date occurs;
- (ii) Ref CPI<sub>J+1</sub> is the Reference CPI for the first day of the calendar month immediately following the calendar month in which date occurs;
- (iii) t is the calendar day corresponding to date; and
- (iv) D is the number of days in the calendar month in which date occurs.

“**Base CPI**” means 76.82258 being the Reference CPI for the R202 on its Issue Date of 20 August 2003. The new rebased CPI is 60.63344 in terms of the SENS Announcement dated 28 February 2013 published by the JSE Limited.

(c) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:

“**CPI Adjustment**” means in relation to an amount to be valued or paid on a date, that amount divided by the Base CPI multiplied by the Reference CPI for that date, as determined by the Calculation Agent.

(d) Determination Date[s]:

Maturity Date

(e) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:

The provisions of the 2008 ISDA Inflation Definitions will apply.

(f)	Payment Date:	Maturity Date
(g)	Minimum Final Redemption Amount:	ZAR20,000,000
(h)	Maximum Final Redemption Amount:	N/A
37.	Early Redemption Amount:	In relation to an Early Redemption in accordance with Condition 10.5 ( <i>Early Redemption Amounts</i> ), an amount in ZAR as determined by the Determination Agent in its sole discretion using its reasonable judgement.
38.	Settlement Currency:	ZAR
39.	The maximum and minimum number of Business Days prior to the Early Redemption Date on which Issuer Redemption Notices and Special Redemption Notices must be given by the Issuer:	2 (two), as stated in the Terms and Conditions
40.	Time for receipt of Early Redemption Notice and/or Noteholder's Notice:	10:00 am Johannesburg time, as stated in the Terms and Conditions
41.	Redemption Notice Time:	10:00 am Johannesburg time, as stated in the Terms and Conditions
42.	Procedures for giving Issuer Redemption Notice if other than as specified in Condition 10.3 ( <i>Redemption Notices</i> ):	N/A
43.	Procedure for giving Special Redemption Notice if other than as specified in Condition 10.3 ( <i>Redemption Notices</i> ):	N/A
44.	Basis for selecting Notes where Daily Maximum Amount is exceeded if other than on a pro rata basis:	N/A
45.	Additional provisions relating to the redemption of the Notes:	N/A
46.	<b>Instalment Note Provisions:</b>	N/A
47.	<b>Exchangeable Notes Provisions:</b>	N/A
48.	<b>Equity Linked Notes, Equity Basket Notes Provisions:</b>	N/A
49.	<b>Single Index Notes, Basket of Indices Notes Provisions:</b>	N/A
50.	<b>Currency Linked Notes Provisions:</b>	N/A
51.	<b>Credit Linked Notes Provisions:</b>	N/A
52.	<b>Commodity Linked Notes Provisions:</b>	N/A
<b>Provisions relating to settlement</b>		
53.	Settlement type:	Cash Settlement
54.	Board Lot:	N/A
55.	Currency in which cash settlement will be made:	ZAR
56.	Early Redemption Payment Date:	As defined in Condition 2 ( <i>Interpretation</i> )

57. Clearing System: Strate
58. Physical Delivery Date: As defined in Condition 2 (*Interpretation*)

#### **Definitions**

59. Definition of Business Day: As defined in Condition 2 (*Interpretation*)
60. Definition of Exchange Business Day: As defined in Condition 2 (*Interpretation*)
61. Definition of Maturity Notice Time: As defined in Condition 2 (*Interpretation*)
62. Definition of Issuer Tax Event: As defined in Condition 2 (*Interpretation*)

#### **General Provisions**

63. Business Day Convention: Following Business Day Convention
64. Relevant Clearing System: Strate
65. (a) Reuters page(s) (or other reference source) from which the exchange rate for currency conversion will be taken when calculating the Redemption Amount and/or the Early Redemption Amount, or  
(b) the Reference Bank or Central Bank quoting the exchange rate for conversion pursuant to Condition 11.9.1 (*Exchange Date*) N/A
66. Last Day to Register: By 5:00 pm on 28 May and 27 November in each year until the Maturity Date
67. Books Closed Period[s]: The Register will be closed from 29 May to 7 June and from 28 November to 7 December (all dates inclusive) in each year until the Maturity Date
68. Determination Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division
69. Specified Office of the Determination Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton 2196
70. Specified Office of the Issuer: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton 2196
71. Calculation Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division
72. Specified Office of the Calculation Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton 2196
73. Paying Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division
74. Specified Office of the Paying Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton 2196
75. Transfer Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division
76. Specified Office of the Transfer Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton 2196
77. Provisions relating to stabilisation: N/A

78.	Stabilising manager:	N/A
79.	Additional Selling Restrictions:	N/A
80.	ISIN No.:	ZAG000121328
81.	Stock Code:	FRS123
82.	Method of distribution:	Non-syndicated
83.	If syndicated, names of Managers:	N/A
84.	If non-syndicated, name of Dealer:	N/A
85.	Governing law (if the laws of South Africa are not applicable):	N/A
86.	Other Banking Jurisdiction:	N/A
87.	Surrendering of Notes in the case of Notes represented by a Certificate:	N/A
88.	Use of proceeds:	General corporate purposes
89.	Pricing Methodology:	N/A
90.	Ratings:	zaAA National Scale Long Term rated by Standard & Poor's Financial Services LLC as at 19 June 2014, which may be reviewed from time to time.
		For the avoidance of doubt, the Notes have not been individually rated.
91.	Receipts attached?	No
92.	Coupons attached?	No
93.	Stripping of Receipts and/or Coupons prohibited as provided in Condition 18.4 ( <i>Prohibition on Stripping</i> ):	No
94.	Any Conditions additional to, or modified from, those set forth in the Terms and Conditions:	N/A
95.	The following Relevant Annex(es) and further provisions shall apply to the Notes	N/A
96.	Total Notes in Issue	ZAR12,459,277,069

**Responsibility:**

The Applicant Issuer certifies that to the best of their knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the Placing Document contains all information required by law and the JSE Listings Requirements. The Applicant Issuer accepts full responsibility for the accuracy of the information contained in the Placing Document, Pricing Supplements, and the annual financial report, the amendments to the annual financial report or any supplements from time to time, except as otherwise stated herein.

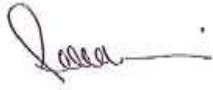
The Issuer accepts responsibility for the information contained in this Applicable Pricing Supplement.



Application **is hereby** made to list this issue of Notes **on 11 November 2014**.

**SIGNED** at \_\_\_\_\_ Sandton \_\_\_\_\_ on this \_\_\_07\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_ 2014.

For and on behalf of  
**FIRSTRAND BANK**



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Name: A Olding  
Capacity: Manager  
Who warrants his authority hereto



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Name: D Adams  
Capacity: Manager  
Who warrants his authority hereto